Annexure

VI

K/C - 6

BANGALORE SOUTH CITY CORPORATION

DRAFT REQUEST FOR PROPOSAL DOCUMENT

Only through Karnataka Public Procurement Portal

Preparation of Detail Project Reports for Construction of Pilot Drain, Bed correction work, Construction of retaining wall and other allied works to K-100 & K-200 in BTM Layout constituency.

OFFICE OF THE EXECUTIVE ENGINEER,

Office of the Executive Engineer, BTM Layout Division, GBA Complex, 2nd Floor, Laskar Hosur Road, Adugodi, Bangalore-560030

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BENGALURU SOUTH CITY CORPORATION

Office of the Executive Engineer, BTM Layout Division, GBA Complex, 2nd Floor, Laskar Hosur Road, Adugodi, Bangalore-560030. Mail-bbmpeebtm@gmail.com

No.EE/BTM/Kppp/06/2026-27
Date: 20-06-2026

INVITATION FOR TENDERS (IFT)

(Two Cover System)
(Through GOK KPPP Portal Only)

1. Executive Engineer, BTM Layout division on behalf of the Commissioner, Bengaluru South City Corporation invites tender for the following services from reputed Consultants for providing detailed project report (DPR) for BTM Layout Division for the following two works through Kppp portal www.Kppp.karnataka. gov.in.

Sl No.	Name of the work	Project Cost (Amount in Lakhs)	EMD (Amount in Lakhs)
1st Call			
1	Consultancy services for preparation of DPR including survey, Estimation for Providing white topping road to 100 feet from Hosur road service road to Ejipura Main road junction and other improvements in BTM Layout constituency	3000.00	30000.00
2	Consultancy services for preparation of DPR including survey, Estimation for Desilting Regarding and Construction of pilot drain in the Diversion Channel Along with Lake Improvement works including pathway development pitching, Aeration systems and comprehensive infrastructure Enhancement at Madiwala Lakte	3000.00	30000.00

Sl No.	Name of the work	Project Cost (Amount in Lakhs)	EMD (Amount in Lakhs)
3	Consultancy services for preparation of DPR including survey, Estimation for Construction of Pilot Drain, Bed correction work, construction of retaining wall and other allied works to K-100 and K-200 in BTM Layout Constituency	2000.00	20000.00

2. Request for Proposal (RFP) is open to all consultants in the e-procurement platform. The detailed RFP with the Bid document can be downloaded from the e-procurement portal
3. **Tenders from Joint ventures are not acceptable**
4. Request for Proposal (RFP) Document may be downloaded from the Government of Karnataka e–Procurement Website www.eproc.karnataka.gov.in from **22-06-2026** under login for Contractors. After login to Contractors, please scroll down to the right side bottom to see List of Tenders, please click there to find the Details of Letter of Invitation and download copy of the RFP Document. The RFP Document can be downloaded in the Portal as per the prescribed Date and Time published in the Portal. Only interested Consultants who wish to participate shall remit online Transaction Fee for the RFP Document after registering in the Portal. The Transaction Fee is non refundable.
5. Proposals must be accompanied by **Earnest Money Deposit** which should be paid online through e-Procurement portal using any of the following payment modes: Credit Card, Direct Debit, National Electronic Fund Transfer (NEFT), over the Counter (OTC).
6. Proposals must be electronically submitted (on-line through internet) within the date and time published in e-procurement portal. Technical Proposals of the RFP Document will be opened at prescribed time and date in the e-procurement portal,
7. The last date for submission of completed documents is **29-06-2026** before **4.00 PM**
8. The Technical Bid will be opened on **30-06-2026** @ **4.30 PM**

Sd/-
Executive Engineer
BTM Layout Division
Bengaluru South City
Corporation

Copy Submitted to:

1. The Commissioner BSCC for kind information.
2. Copy submitted to the Addl. Commissioner (Finance) &Tender bulletin officer, BSCC for requesting to publish the tender notification in tender bulletin.
3. Copy submitted to the Engineer-In-Chief for kind information GBA.

4. Copy submitted to the Chief Engineer (South Zone-2) for kind information BSCC.
5. Copy submitted to Chief Auditor and Chief Account officer for kind information GBA.
6. Copy submitted to A.C.F (South Zone-2) for kind information.
7. Copy to APRO BSCC with request to make arrangements for publication of notification in two leading daily Kannada and English News papers.
8. Copy to Acct.Suptd / Cashier of division office for needful.
9. Copy to I.T.Advisor with Soft copy for needful action to place in the GBA website.
10. Notice Board / Office copy.

Executive Engineer
BTM Layout Division
Bengaluru South City Corporation

1. Evaluation of Proposals

Qualification Criteria

a) The firm must have minimum 5 years of experience in the field of civil engineering consultancy in preparation of DPR, providing design, project management and Consulting services for State/Central Government and their undertaking agencies

b) Achieved at least in any Two Financial Year a minimum annual Financial Turnover (in all classes of Civil Engineering Consultation Works only) of Rs. 38.00 Lakhs in last Five years

(from 2021-22 to 2025-26). In support of this, the Consultant shall furnish the Audited Balance Sheets along with the Technical Proposal.

c) The Consultancy Firm/Company should have successfully completed minimum One single work comprised for SWD including diversion drain DPR work for a cost not less than Rs. 9.50 Crores as Prime consultant in similar SWD Developmental Works / Diversion Drain Works in Past 5 years in Karnataka state only. In support of this, the Consultant shall furnish Certificates duly certified by the Competent Authority of Rank not below the Executive Engineer.

d) Consultants must have Key professional required (as detailed in Terms of Reference) having experience in construction supervision of works to be deployed exclusively for this consultancy contract. The employer or competent authority shall furnish the CVs of the personnel and the availability of the personnel for the project till completion of the assignment.

e) Consultancy Firm Must Have a valid ISO certificate as consultancy services provider from Government approved/ registered Firm/Any Engineering College can apply.

f) Consultancy Firm should be provided with insurance against the risks. Shall be specified by providing ESIC Certificate & EPF Certificate.

g) Consultant should provide with latest Valid GST certificate should be submitted as proof along with latest paid GST returns copy to be uploaded.

h) Consultant should have Established Office locally and should be running office from past 5 years. Proof of certificate issued from Labour Department should be submitted.

i) Joint Tenders are not allowed. The offer of the Consultant, who does not qualify for the above pre-qualification norms, will not be considered for further evaluation.

j) Past experience and Quality of services of tenderer will be considered for evaluation and will be rejected if found bad record.

k) Employer can reject any tenderer or cancel any tender without assigning any reason.

l) Consultant should visit the site and upload the GPS photo along with the confirmation letter duly certified by concerned Department engineer and it should be uploaded in procurement portal otherwise tender will rejected

A two-stage procedure will be adopted in evaluating the proposals with the technical evaluation being completed prior to opening of financial proposals. The technical proposals will be evaluated using the following criteria:

(i) The consultant's relevant experience for the assignment (70 points)

(ii) The quality of the methodology proposed (10 points); and

(iii) The General qualifications and experience of the key staff proposed for the assignment (20 points).

Key Staff Requirement

It is expected that the Consultant's Study Team consists of the following Key Staff.

- Team Leader.
- Structural Engineer
- Quantity surveyor.
- Hydrology Expert
- Project Engineer.
- Draftsman.

These Key Persons shall adequately be supported by Technical, Administrative and Accounting Staff as appropriate.

The Estimated Number of Key Professional Staff Months required for the Assignment: **to be furnished by Consultant**

(iii) The Minimum Required Experience of the Proposed Key Professional Staff:

The Estimated Number of Key Professional Staff Months required for the Assignment: **to be furnished by Consultant**

(iii) The Minimum Required Experience of the Proposed Key Professional Staff:

- *Team Leader:* Graduate in Civil Engineering with Post-Graduation, having a minimum of 10 years of total professional experience, including at least 5 years of experience in similar DPR projects. The Team Leader shall be responsible for overall coordination and supervision of the DPR preparation activities, review of surveys and investigations, technical studies, designs, drawings, estimates, BOQ, and ensuring timely preparation and submission of the DPR in accordance with the project requirements and applicable standards.
- *Structural Engineer:* Graduate in Civil/Structural Engineering with Post-Graduation, having a minimum of 10 years of total professional experience, including at least 5 years of experience in similar DPR projects. The Structural Engineer shall be responsible for structural assessment, analysis and design of proposed structures, preparation and review of structural drawings and design calculations,

preparation of technical specifications, and providing structural inputs for the DPR.

- *Quantity surveyor:* Graduate in Civil Engineering with a minimum of 6 years of total professional experience, including at least 3 years of experience in similar DPR projects. The Quantity Surveyor shall be responsible for preparation of detailed quantity estimates, rate analysis, Bill of Quantities (BOQ), cost estimates, checking quantities derived from drawings, and ensuring accuracy and consistency of the financial components of the DPR.
- *Hydrology Expert:* Graduate in Civil Engineering with Post-Graduation in Hydrology/Water Resources Engineering or a related field, having a minimum of 6 years of total professional experience, including at least 3 years of experience in similar DPR projects. The Hydrology Expert shall be responsible for hydrological studies, catchment assessment, rainfall and runoff analysis, drainage analysis, flood estimation, hydraulic assessment, and providing technical inputs for the planning and design of proposed water resources and drainage works.
- *Project Engineer:* Graduate in Civil Engineering with Post-Graduation in Hydrology/Water Resources Engineering or a related field, having a minimum of 6 years of total professional experience, including at least 3 years of experience in similar DPR projects. The Hydrology Expert shall be responsible for hydrological studies, catchment assessment, rainfall and runoff analysis, drainage analysis, flood estimation, hydraulic assessment, and providing technical inputs for the planning and design of proposed water resources and drainage works.
- *Draftsman:* Diploma/ITI in Civil Engineering or equivalent qualification with a minimum of 3 years of total professional experience, including at least 1 year of experience in similar DPR projects. The Draftsman shall be responsible for preparation and modification of engineering drawings, layout plans, plan and profile drawings, cross-sections, structural drawings, detail drawings, quantity drawings and other DPR-related drawings based on survey data, design inputs and instructions from the technical team. The Draftsman shall also ensure accuracy, clarity and consistency of drawings and incorporate necessary revisions during the DPR preparation process.

(v) Reports which are part of the assignment must be written in: **English**.

Curricula Vitae of key personnel in each discipline for assessing the qualifications and experience of the personnel proposed to be deployed for the assignment should be included with the proposal (in the format of the sample curricula vitae). These personnel will be rated in accordance with:

(i) Similar nature of work experience as described in pre-qualification criteria (50 Points)
(ii) Single work done experience for not less than 70% of the project cost mentioned in pre-qualification criteria (20 points)
(iii) General qualifications (10 points)
(iv) Adequacy for the assignment (suitability to perform the duties of the assignment). These include education and training, length of experience on fields similar to those required as per terms of

reference, type of positions held, time spent with the firm etc. (10 points);

(v) Their language and experience in the region (5 points).

(vi) Involvements in skills transfer program and training ability (5 points).

7. Deciding the Award of Contract

Quality and competence of the consulting services shall be the paramount requirement. The decision of the award of the contract would be made as under:

(i) Technical proposals scoring not less than 75% of the total points will only be considered for further evaluation;

(ii) The Client shall notify those consultants whose proposals did not meet the minimum qualifying points or were considered non-responsive to the Letter of Invitation and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening of the Financial Proposals. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail;

(iii) The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the Consultant, the quality scores and the offered prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

(iv) The Evaluation Committee will determine whether the Financial Proposals are complete [i.e., whether they have coasted all items of the corresponding Technical Proposals. If not, the Client will cost them and add their cost to the initial price], correct any computational errors. The evaluation shall exclude the Consultant's Service Tax.

(v) The Client will select the lowest proposal ['evaluated' price] among those that passed the minimum technical score and invite them for negotiations.

(vi) During negotiations the Consultant must be prepared to furnish the detailed cost break-up and other clarifications to the proposals submitted by it, as may be required to adjudge the reasonableness of its Financial Proposal.

(vii) Negotiations will commence with a discussion of the Consultant's Technical Proposal, proposed methodology (work plan), staffing and any

suggestions you may have made to improve the TOR. Agreement will then be reached on the final TOR, the staffing and staff months, logistics and reporting. Special attention will be paid to optimisation of the required outputs from the Consultants and to define clearly the inputs required from the Client to ensure satisfactory implementation of the Contract.

(viii) Changes agreed will then be reflected in the Financial Proposal using proposed unit rates (No negotiations of the unit rates including man-month rates)

(ix) Having selected Consultants, among other things, on the basis of the evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the staff named in the Technical Proposal and prior to contract negotiations will require assurance from the Consultant that these staff will be actually available. The Client will ` not consider substitutions during contract negotiations except in cases of unexpected delays in the starting date or incapacity of key professional staff for reasons of health.

(x) The negotiations will be concluded with a review of the draft form of contract. The Client and the Consultant will finalize the contract to conclude negotiations.

(xi) If the negotiations with the Consultant are successful, the award will be made to him and all other consultants notified. If negotiations fail, and if it is concluded that a contract with reasonable terms cannot be concluded with the winning Consultant, the Consultant quoting second lowest cost will be invited for negotiations. This process will be repeated till an agreed contract is concluded.

8. Please note that the Client is not bound to select any of the firms submitting proposals. Further as quality is the principal selection criterion, the Client does not bind itself in any way to select the firm offering the lowest price.

9 It is estimated that about **30 Days** of services will be required for this assignment and generally you should base your financial proposals on this figure. However, you should feel free to submit an alternative proposal on the basis of man-months considered necessary by you to undertake the assignment.

10 You are requested to hold your proposal valid for **180 days** from the date of submission without change in the personnel proposed for the assignment and your proposed price. The Client will make its best efforts to select a consultant firm within this period.

11 Please note that the cost of preparing a proposal and of negotiating a contract including visits if any is not reimbursable as a direct cost of the assignment.

12 Assuming that the contract can be satisfactorily concluded in September **2026** you should be expected to take up/commence the assignment in September **2026.**

13 We wish to remind you that any manufacturing or construction firm with which you might be associated with, will not be eligible to participate in bidding for any goods or works resulting from or associated with the project of which this consulting assignment form a part.

14 **-Clause 14 Deleted-**

15 **-Clause 15 Deleted-**

16. Please note that the remuneration which you receive from this assignment will be subject to normal tax liability as per rules. Kindly contact the concerned tax authorities for further information in this regard, if required.

1. - **Clause 17 Deleted-**

Annexure:

1. Terms of Reference (TOR)
2. Supplementary Information to Consultants
3. Contract format under which Assignment will be performed

Annexure-1

TERMS OF REFERENCE (TOR)

S.No.	Name of the project
1	Construction of Pilot Drain, Bed correction work, construction of retaining wall and other allied works to K100, K200 and other development works in BTM layout constituency

Detailed Project Report (DPR) for lake development work including diversion drain for the above-mentioned list are to be prepared including all components of works specified in detail under the scope of works, preparation of necessary engineering designs, drawings, technical specifications, detailed estimates and tender schedules.

Your applications to be submitted in two cover system comprising of technical bid and financial bid for the above lake, as per the conditions stipulated.

The DPR shall be prepared in two stages,

(a) Feasibility report

(b) Detailed Project Report

The specific components of works to be planned under feasibility report are as furnished in the detailed scope of works. On approval of the feasibility report by BSCC with such changes as may be suggested by the BSCC, if any, the DPR shall be prepared along with drawings in AutoCAD format including detailed estimates with technical specifications and tender schedule etc. Three copies of the DPR together with all tender documents including drawings shall be submitted to BSCC in hard copy and one in soft copy on a CD in PDF format.

1. <u>Payment Schedule:</u>

(A) On acceptance of Draft DPR : 30% of the tender amount after the acceptance of the Draft Detailed Project Report.

(B) On acceptance of Final DPR : 60% of the tender amount after the acceptance of the Final DPR

(C) On Approval from Competent Authorities : 10% of the tender amount after the approval of DPR from Competent Authorities.

Force majeure:

Notwithstanding the provisions of the tender, the first party (winning bidder / tenderer / consultant) shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event beyond the control of the first party and not involving the first party and not involving the first party's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the second party / client (Bangalore South City Corporation) either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the first party shall promptly notify the client in writing of such conditions and the cause thereof. Unless otherwise directed by the client in writing, the first party shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the

Force Majeure event. The second party / client may terminate this contract, by giving a written notice of minimum 30 days to the first party, if as a result of Force Majeure, the first party being unable to perform a material portion of the services for a period of more than 60 days.

In the event of a force majeure arising, both parties having acted in the manner hereinbefore provided, shall restrict their claim to the extent of the contractual obligations already performed and no claim shall arise for the unperformed portion of the contract.

Annexure 2

SUPPLEMENTARY INFORMATION FOR THE CONSULTANTS

Proposals:

1. Proposals should include the following information:

(a) Technical Proposals:

i. Technical Proposal Submission in Form F-1.
ii. A brief description of the firm/organization and an outline of recent experience on assignments/projects of similar nature executed during the last three years in the format given in Form F-2.
iii. Any comments or suggestions of the Consultant on the TOR.
iv. A description of the manner in which Consultants would plan to execute the assignment, work-plan, time schedule in Form F-3 and approach or methodology proposed for carrying out the assignment.
v. The composition of the team of personnel which the Consultant would propose to provide and the tasks which would be assigned to each team member in Form F-4.
vi. Curricula Vitae of the individual key staff members to be assigned for the assignment and of the team leader who would be responsible for supervision of the team. The curricula Vitae should be in Form F-5 and signed by the concerned personnel.
vii. The Consultant's comments, if any, on the data, services and facilities to be provided by the Client as indicated in the TOR.

(b) Financial Proposals:

The financial proposals should include the following:

i. Financial Proposal submission in Form – 6.
ii. Cost Estimate of Services, List of Personnel and Schedule of Rates in Form - 7

2. Two copies of the Proposals should be submitted to the Client.

3. The Consultants should note that the Contract for this Assignment will be with the Client Office of the Executive Engineer, BTM Layout Division, GBA Complex, 2nd Floor, Laskar Hosur Road, Adugodi, Bangalore-560030

Payments to the Consultants shall be made in accordance with the agreed estimated schedule assuring the Consultants of regular payments along as progress on the Assignment proceeds as planned and invoices with relevant supporting documents are submitted for approval on a timely basis.

4. Review of reports:

A review committee (to be restricted to three members) consisting of the following officers will review all reports of Consultants (Inception, Monthly, Quarterly and other reports) and suggest any modifications/changes considered necessary within 15 days of receipt.

a) Chair man - Chief Engineer, BSCC

b) Member (Technical) - Executive Engineer, BSCC
c) Member (Finance) - Accounts Superintendent, BSCC

FORM F – 1

FORM OF SUBMISSION OF TECHNICAL PROPOSAL

From: To: (Name of Client)

Executive Engineer, BSCC

(Name of Consultant) GBA Complex, 2nd Floor,
Laskar Hosur Road,
Adugodi, Bangalore-560030

Sir:

Hiring of Consultancy Services for ……

Reference: IFT No. dated ……

We herewith enclose Technical Proposals for the above assignment

We undertake that, in competing for (and, if award is made to us, in executing) the contract for the above assignment, we will strictly observe the laws against fraud and corruption in force in India, namely “Prevention of Corruption Act 1988”.

Yours faithfully,

Signature

Name

Address

……

……

(Authorized representative)

FORM F – 2

ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST THREE YEARS

1. Brief description of the Firm/Organization

2. Outline of the recent experience on assignments of similar nature:

Sl. No	Name of assignment	Name of project	Client	Cost of assignment	Date of commencement	Date of completion	Was assignment satisfactorily completed
1	2	3	4	5	6	7	8

[Note: Please attach certificates from the Client by way of documentary proof]

FORM F – 3

WORK PLAN TIME SCHEDULE

A. Field Study:

Sl. No.	Item	Month-wise Program
		1st 2nd

B. A short Note on the Approach and Methodology outlining various steps for performing the Assignments

C. Completion and submission of Reports

1. Inception Report
2. Monthly Reports
3. Final Report

D. Comments/Suggestions on Terms of Reference

E. Comments on the data, services and facilities to be provided by the Client.

FORM F – 4

COMPOSITION OF THE TEAM PERSONNEL AND THE TASK ASSIGNED TO EACH TEAM MEMBER

1. Technical/Managerial Staff

Sl.No.	Name	Position	Task assignment

2. Support Staff

Sl.No.	Name	Position	Task assignment

FORM F - 5

SUGGESTED FORMAT OF CURRICULUM VITAE FOR MEMBERS OF CONSULTANT'S TEAM

1. **Name:**

2. Profession/ Present Designation:

3. Years with Firm/Organization: Nationality:

4. Area of Specialization:

5. Proposed Position on Team:

6. Key Qualifications:

(Under this heading, give outline of staff member's experience and training most pertinent to assigned work on proposed team. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use up to half-a-page.)

7. Education:

(Under this heading, summarize college/university and other specialized education of staff member, giving names of schools/colleges, etc., dates attended and egrees obtained. Use up to a quarter page.)

8. Experience:

(Under this heading, list all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use up to three quarters of a page.)

9. Languages:

(Indicate proficiency in speaking, reading and writing of each language by 'excellent', 'good' or 'poor'.)

Signature of Staff Member

Date: ……
Place……

FORM F – 6

FORM OF SUBMISSION OF FINANCIAL PROPOSAL

From:
……
……
……
……

(Name of Consultant)

To:
……
……
……
……

(Name of Client)

Sir:

Hiring of Consultancy Services for ……

Reference: IFT No. dated ……

We herewith enclose Financial Proposals for the above assignment.

We undertake that, in competing for (and, if award is made to us, in executing) the contract for the above assignment, we will strictly observe the laws against fraud and corruption in force in India, namely "Prevention of Corruption Act 1988"

Yours faithfully,

Signature:

Name:

Address:

.....

(Authorized representative)

FORM F – 7

COST ESTIMATE OF SERVICES, LIST OF PERSONNEL, SCHEDULE OF RATES

1. Remuneration of Staff (Professional/Managerial/Support)

Designation	Name	Rate (Rs.) (per day/month)	Period (days/months)	Total Amount (Rupees)
(a) Team Leader	.....	.....	.....	.....
(b)	.....	.....	.....	.....
(c)	.....	.....	.....	.....
(d)	.....	.....	.....	.....
(e)	.....	.....	.....	.....
(f)	.....	.....	.....	.....

Sub-Total (1) .....

2. Reimbursable:

Item	Rate (Rs)	Unit	Total Amount (Rs.)
(a) Travel	.....	.....	.....
(b) Local Transportation	.....	.....	.....
(c) Per diem	.....	.....	.....
(d) Others (Give details)	.....	.....	.....

Sub-Total (2) .....

TOTAL COST (REMUNERATION &REIMBURSABLE)
……

CONTINGENCY .
……

CONTRACT CEILING AMOUNT (Figures and Words) …….
(Figures)
……(Words)

Annexure 3

CONTRACT FOR CONSULTING SERVICES

THIS CONTRACT ("Contract") is entered into this [insert starting date of assignment], by and between [insert Client's name] ("the Client") having its principal place of business at [insert Client's address], and [insert Consultant's name] ("the Consultant") having its principal office located at [insert Consultant's address].

WHEREAS, the Client wishes to have the Consultant performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services:

i) The Consultant shall perform the services specified in Attachment A, " Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").

(ii) The Consultant shall provide the reports listed in Attachment B, "Consultant's Reporting Obligations," within the time periods listed in such Attachments, and the personnel listed in Attachment C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.

2. Term:

The Consultant shall perform the Services during the period commencing the date ..... and continuing through ..... or any other period as may be subsequently agreed by the parties in writing.

3. Payment:

A. <u>Ceiling:</u>

For Services rendered pursuant to Attachment A, the Client shall pay the Consultant an amount not to exceed a ceiling of Rs.

The payments made under the Contract will be as per Clause 7 of Annexure-1 (Terms of Reference)

B. Deleted

C. Deleted

D. <u>Payment Conditions</u>:

Payment shall be made in Indian Rupees, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4.

4. Contract Administration:

A. <u>Coordinator:</u> The Client designates Mr./Ms. ..... As Client's Coordinator; The Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.

B. <u>Timesheets:</u>

During the course of their work under this Contract, including field work the Consultants' employees proving services under this contract may be required to complete timesheets or any other document used to identify the time spent, as well as xpenses incurred, as instructed by the coordinator.

C. <u>Records and Accounts</u>:

The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultants' records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

5. Performance Standard:

The Consultants undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.

The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality:

The Consultants shall not, during the term of the Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

7. Ownership of Material:

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultants for the Client under the Contract shall belong and remain the property of the Client. The Consultants may retain a copy of such documents and software; but shall not use them for purposes unrelated to this Contract without prior written approval of the Client.

8. Consultants not to be engaged in certain activities:

The Consultants agree that during the term of this Contract and after its termination, the Consultants and any entity affiliated with the consultants, shall be disqualified from providing goods, works or services(other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

9. Insurance:

The Consultant will be responsible for appropriate insurance coverage. In this regard, the Consultant shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Consultant shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with the services which result from the fault of the Consultant or its staff. The Consultant shall provide the Client with certification thereof up on request.

10. Assignment:

The Consultant shall not assign this Contract or to sub-contract any portion without the Client's prior written consent.

11. Law governing the Contract:

The contract shall be governed by the Laws of India.

12. Indemnify the Client:

The Consultant shall indemnify and hold harmless the Client against any and all claims, demands and/or judgements of any nature brought against the Client arising out of the Services by the Consultant and its staff under the Contract. The obligation under this Clause shall survive the termination of the Contract.

13. **Taxes:**

The Consultant shall pay the taxes, duties, fees, levies and other impositions payable under the Applicable Law. The Client will perform such duties in this regard to the deduction of such tax as may be lawfully imposed. However, Consultancy Service tax payable for providing this Consultancy Services shall be paid/ reimbursed by the Client separately.

For the Client	**for the Consultants**
Signed by:	Signed by:
Name and designation	Name and designation
Date:	Date:
Place	Place:

List of Attachments to the Contract:

Attachment A: Description of Services
Attachment B: Consultant's reporting Obligations
Attachment C: Cost Estimates of Services, List of Personnel, and Schedule of Rates.

Executive Engineer,

BSCC

APPROVED

Chief Engineer,

BSCC